



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 24, 2004

IN REPLY PLEASE

REFER TO FILE: **PD-4**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LANNAN DRAIN REPAIR  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT-CITY OF SIERRA MADRE  
COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Consider the enclosed Notice of Exemption for the Lannan Drain repair project, filed with the County Clerk by the City of Sierra Madre on May 25, 2004; concur that the project is exempt from the California Environmental Quality Act; and find that these actions reflect the independent judgment of the Los Angeles County Flood Control District.
2. Approve and instruct the Chairman of the Board to sign the agreement between the City of Sierra Madre and the Los Angeles County Flood Control District, which establishes the Los Angeles County Flood Control District's and the City's responsibilities for the design and construction of the Lannan Drain repair project. The City will finance 100 percent of the construction contract cost currently estimated to be \$90,000. This action has no impact to the County General Fund.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Sierra Madre desires to have the Los Angeles County Flood Control District (the District) repair the existing Lannan Drain that is owned, maintained, and operated by the City. The proposed work consists of the installation of a cured-in-place pipe liner for approximately 200 linear feet and the removal and replacement of approximately 60 linear feet of the existing Lannan Drain. The City will finance 100 percent of the construction contract cost, currently estimated to be \$90,000. Preliminary engineering and construction administration will be performed by the District at no cost to the City. The City will perform and finance right-of-way acquisition, utility relocation, clearing and restoring any existing improvements, and environmental documentation as well as obtain regulatory permits and community support for this project. The City acknowledges that the proposed work will not bring Lannan Drain to current District standards and, as such, the drain will not qualify for transfer to the District as a result of this project. Lannan Drain will remain a City-owned, -operated, and -maintained facility. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Service Excellence by providing assistance to the City.

### **FISCAL IMPACT/FINANCING**

The total project cost for the repair of Lannan Drain is currently estimated at \$150,000 and is included in the proposed 2004-05 Flood Control District Fund budget. The City of Sierra Madre will reimburse the District for the construction contract cost, currently estimated at \$90,000, in accordance with the terms of the agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement has been reviewed and approved as to form by County Counsel. This agreement was executed by the City of Sierra Madre on May 10, 2004.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Sierra Madre is the lead agency for this project.

The Honorable Board of Supervisors  
June 24, 2004  
Page 3

The Notice of Exemption for the Lannan Drain repair project was prepared by the City of Sierra Madre and filed with the County Clerk on May 25, 2004. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this agreement.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This project will not have a significant impact on current flood control services or projects currently planned.

**CONCLUSION**

Enclosed are three originals of the agreement, which have been executed by the City. Please return two fully executed originals of the agreement along with one approved copy of this letter to Public Works for further processing. The agreement labeled County original is to be retained for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

TG:ph  
C041705  
P:\Pdpub\Temp\Flood\Projects\Lannan DB\Agmt & board letter\Lannan Drain Repair Agmt Board Letter.doc

Enc.

cc: Chief Administrative Office  
County Counsel

**NOTICE OF EXEMPTION  
CITY OF SIERRA MADRE**

**TO:**        Office of Planning and Research   X   County Clerk  
1400 Tenth Street, Suite 121 Los Angeles County  
Sacramento, CA 95814 12400 East Imperial Highway  
Norwalk, CA 90650

**FROM:**        City of Sierra Madre  
Public Works Department  
232 West Sierra Madre Boulevard  
Sierra Madre, CA 91024

**Project Title:** REPAIR OF EXISTING LANNAN DEBRIS BASIN OUTLET STORM DRAIN

**Project Location:** Northwest of the intersection of Arno Drive and Santa Anita Avenue,  
within Arno Drive and across rear of private properties.

**Project Description:** Construction of cast-in-place concrete lining for damaged underground  
storm drain conduit. Disruption of ground surface to be minimal.

**Public Agency Approving Project:** City of Sierra Madre

**Exempt Status:**

       Statutory (Ministerial)  
  X   Categorical (Class One)

**Reasons why project is exempt:** Section 15301b of CEQA describes an exemption for operation,  
repair, maintenance or minor alteration of an existing public utility. The proposed project is limited  
to the repair (in place) of an existing city-owned storm drain system. Approved by City Council  
action, February 23, 2004.

**Contact Person/Title:** Bruce Inman, Director of Public Work

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the City of Sierra Madre approving the project?  
  X   Yes        No

**Date received for filing:** May 25, 2004

*Bruce Inman*

Bruce Inman, Director of Public Works

5/24/04

De

**ORIGINAL FILED**

MAY 25 2004

LOS ANGELES, COUNTY CLERK

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SIERRA MADRE, "CITY," a municipal corporation in the County of Los Angeles ("COUNTY"), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, "DISTRICT," a body corporate and politic.

## WITNESSETH

WHEREAS, Lannan Drain, a public facility owned and maintained by CITY, which is depicted in Exhibit A, attached hereto and incorporated herein by reference, and is hereinafter referred to as "DRAIN," serves as a mean to drain DISTRICT'S Lannan Debris Basin; and

WHEREAS, DRAIN is entirely within the jurisdictional limits of CITY; and

WHEREAS, CITY desires to have DISTRICT install approximately 200 linear feet of cured-in-place pipe liner inside the existing DRAIN pipe between Arno Drive and DISTRICT'S Lannan Debris Basin, and remove and replace approximately 60 linear feet of the existing DRAIN pipe on Arno Drive; and

WHEREAS, the installation of the cured-in-place pipe liner, and removal and replacement of a portion of the DRAIN as described above is hereinafter referred to as "PROJECT"; and

WHEREAS, CITY acknowledges that PROJECT will not bring DRAIN to current DISTRICT standards and, as a result, DRAIN will not qualify to be transferred to DISTRICT upon completion of PROJECT and will remain a CITY owned and maintained facility; and

NOW, THEREFORE, the parties mutually agree as follows:

### DEFINITIONS

- a PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall mean design survey, traffic engineering, geotechnical investigation, and preparation of plans, specifications, and cost estimates.
- b CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall mean all payments to the contractor hired by DISTRICT to construct PROJECT, or to utility owners, who have prior rights over CITY, if relocations are required for construction of PROJECT.
- c CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall mean construction contract administration, construction inspection, materials testing, construction survey, changes

and modification of plans and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the plans and specifications approved by CITY.

- d RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall mean investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land, and easements including negotiations, condemnation activities, and escrow costs; clearing and restoring any improvements within the right of way necessary to construct PROJECT; obtaining permits to enter non-DISTRICT property to construct PROJECT; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

## II (1) CITY AGREES TO

- a. Perform and finance RIGHT-OF-WAY ACQUISITION and any and all work necessary to complete PROJECT at no cost to DISTRICT, except those as defined under PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for PROJECT.
- b. Prepare the necessary documentation for compliance with the California Environmental Quality Act for PROJECT, at no cost to DISTRICT.
- c. Obtain, prior to advertisement of PROJECT for construction bids, any and all necessary regulatory permits including, but not limited to, permits from the United States Army Corps of Engineers, California Water Quality Control Board, and California Department of Fish and Game, at no cost to DISTRICT.
- d. Seek community support for PROJECT.
- e. Review the plans and specifications for PROJECT and provide comments back to DISTRICT within fifteen (15) calendar days of receiving them from DISTRICT at no cost to DISTRICT.
- f. Authorize the CITY'S Director of Public Works to approve PROJECT within fifteen (15) calendar days after receiving the signed plans and specifications for PROJECT from DISTRICT and to accept PROJECT once the work is completed.
- g. Finance one hundred percent (100%) of the CONSTRUCTION CONTRACT COST, currently estimated to be Ninety Thousand and 00/100 Dollars (\$90,000.00).

- h. Deposit Ninety Thousand and 00/100 Dollars (\$90,000) with DISTRICT for the payments of CONSTRUCTION CONTRACT COST, upon the full execution of this AGREEMENT and upon invoicing by the DISTRICT, but in no event shall the deposit be required earlier than ninety (90) days prior to advertisement of PROJECT for construction bid.

Conduct negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities, facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will obtain the revisions or relocation of the interfering utility and provide the necessary rights of way from these utilities at no cost to DISTRICT. CITY will grant, transfer, or assign all prior rights over utility companies when necessary to construct and complete the PROJECT at no cost to DISTRICT.

Remain responsible for the operation and maintenance of DRAIN before during, and after construction of PROJECT.

- k. Indemnify, defend, and save harmless DISTRICT and COUNTY, and their boards, agents, officers, employees, and subconsultants of any tier in the performance of this AGREEMENT, against any and all liability and expense in connection with any claims arising out of or in connection with the PROJECT, and any claims arising out of the operation, maintenance, repair, functionality, and use of DRAIN, including but not limited to, third party claims for nuisance, negligence, dangerous condition, trespass, and inverse condemnation, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage.

(2) DISTRICT AGREES TO:

- a. Perform and finance PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. Accept deposit of CITY'S funds in accordance with this AGREEMENT.
- c. Ensure that DISTRICT'S contractor for PROJECT adds CITY and its officers, employees, and agents as additional insured on its insurance policies, including comprehensive general liability and automobile policies, with the minimum limits of coverage per Subsection 7-3 of the Standard Specifications for Public Works Construction.

- d. Advertise PROJECT for construction bids, to award and administer the construction contract, and to cause PROJECT to be constructed in accordance with said plans and specifications.
- e. Provide CITY with two (2) sets of final plans and specifications at least fifteen (15) calendar days before the start of construction as well as a copy of the project record drawings within three hundred sixty-five (365) days of completion of PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- a. PROJECT consists of the work shown on the signed plans and specifications prepared by DISTRICT at CITY'S request and as approved by CITY, which will be filed in CITY'S Public Works office.
- b. CITY authorizes DISTRICT to use the Ninety Thousand and 00/100 Dollars (\$90,000.00) deposit as referenced in Section II paragraph (1)h above, at its discretion, to reimburse its expenses for construction of DRAIN.
- c. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure PROJECT is completed according to approved plans and specifications. CITY may also furnish, at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to the DISTRICT'S contractor for PROJECT, but shall work through the DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- d. Within one hundred eighty (180) days after construction completion of PROJECT, DISTRICT shall perform a final accounting of the total CONSTRUCTION CONTRACT COST, and if the costs in this accounting are less than the amount of funds previously deposited with DISTRICT, DISTRICT shall return the excess funds to CITY. If the costs in this accounting are more than the amount of funds previously deposited with DISTRICT, CITY shall deposit the excess costs with DISTRICT upon invoicing by DISTRICT.
- e. If CITY'S deposit, as set forth in Section II paragraph (1)h and paragraph (3)d, above, is not delivered to the DISTRICT office identified on the billing invoice within thirty (30) days from the date of issuance of said invoice, DISTRICT is entitled to recover interest thereon from the date of the invoice at the rate of seven percent (7%) per annum.



- f. — This AGREEMENT may be modified only in writing and signed by both parties.
- g. Each party shall have no financial obligation to the other party under this AGREEMENT except as herein expressly provided.
- h. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) days prior written notice to CITY, and in such an event, CITY shall only be entitled to a refund of CITY funds previously deposited with DISTRICT for PROJECT.

— In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or —expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32081 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

- k. This AGREEMENT was prepared by both parties and, therefore, shall not be interpreted for or against either party on the basis of who prepared it.

The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

[illegible]

Mr. Bruce Inman  
Director of Public Works  
City of Sierra Madre  
232 West Sierra Madre Boulevard  
Sierra Madre, CA 91024-2312

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SIERRA MADRE on MAY 10, 2004, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2004.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Chairman, Board of Supervisors

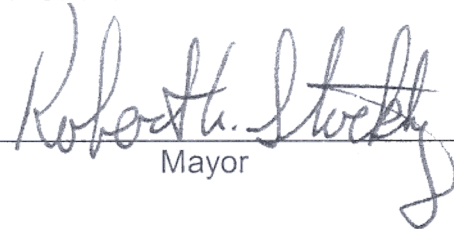
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By   
Deputy

CITY OF SIERRA MADRE

By   
Mayor

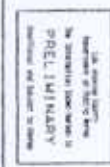
APPROVED AS TO FORM

ATTEST:

By  4/24/04  
City Attorney

By   
City Clerk

LAST NAME	FIRST NAME	MIDDLE NAME	DATE RECEIVED FILE NAME
A. NOLAN			



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CITY OF SIERRA MADRE DRAIN

PLM